

Letchworth CSD – Capital Improvement Project 2026

***** NOTICE TO RFP VENDORS - PLEASE READ THIS PAGE *****

- ❖ ALL RFP RESPONSES MUST BE TYPED OR HAND WRITTEN LEGIBLY IN INK. IF IT CANNOT BE READ, THE RESPONSE WILL NOT BE PROCESSED.
- ❖ IF YOU ARE NOT PARTICIPATING AT THIS TIME, THERE IS NO NEED TO SEND NOTICE – ALL BIDS, RFPS AND AWARDS ARE POSTED ON-LINE.
- ❖ PLEASE PUT THE RFP NAME ON THE OUTSIDE ENVELOPE THAT CONTAINS YOUR SUBMISSION (THIS INCLUDES THE UPS, FEDEX OR DHL ENVELOPE AS WELL). MANY TIMES WE ARE OPENING MORE THAN ONE BID/RFP AT A TIME!) – REFER TO SCHEDULE D FOR SUGGESTED FORMATTING
- ❖ ALL DOCUMENTS MUST BE ORIGINAL. FAXED COPIES OF ANY PAGES WILL NOT BE ACCEPTED.
- ❖ PLEASE PAY CLOSE ATTENTION TO THE “**REQUIREMENTS AND CONDITIONS**” OF THE RFP DOCUMENTS.

DOCUMENTS TO BE RETURNED:

- ❖ FORM A (PG 4) OF THE RFP/BID DOCUMENTS. To supply company name, contact person, office address, email address, and phone/fax numbers.
- ❖ SCHEDULE A - BIDDER’S CERTIFICATION
- ❖ SCHEDULE B - NON-COLLUSIVE BIDDING CERTIFICATION
- ❖ SCHEDULE C - CORPORATE RESOLUTION
- ❖ W-9
- ❖ ALL DOCUMENTS REFERENCED ABOVE MUST BE COMPLETED AND INCLUDED IN YOUR SEALED RFP/BID RESPONSE OR THE RFP RESPONSE WILL BE REJECTED. THE DOCUMENTS MUST BE ORIGINAL DOCUMENTS.

LEGAL NOTICE TO BIDDERS

Sealed Proposals are requested by the Letchworth CSD
Board of Education for

Request for Proposals (RFP) Construction Management Services

Proposals will be received until August 5, 2026 at 12:00 PM by the

Letchworth CSD

Business Office

5550 School Road

Gainesville, NY 14006

(585) 493-5999

By: Kimberly Cummins, District Clerk

Letchworth CSD – Board of Education reserves the right to reject any and all proposals.

LETCHWORTH CSD

Request for Proposals (RFP) for Construction Management

FORM A

**REQUEST FOR PROPOSAL (RFP) DOCUMENTS
Construction Management Services**

NAME OF RFP MUST APPEAR ON OUTSIDE OF RETURN ENVELOPE

**SEALED RFP RESPONSES/BIDS TO BE OPENED:
AUGUST 5, 2026 @ 12:00 PM**

In the Business Office of:
Letchworth CSD
5550 School Road
Gainesville, NY 14066

PLEASE PRINT OR TYPE ALL INFORMATION:

COMPANY NAME: _____

CONTACT PERSON: _____

OFFICE ADDRESS: _____

TELEPHONE & extension: _____

FAX: _____

E-MAIL _____

ADDITIONAL VENDOR NOTES HERE:

Letchworth CSD Name – Board of Education reserves the right to reject any and all RFP responses/bids, to waive any informalities therein and to hold all RFP responses/bids for a period of sixty days for proper analysis.

CONSTRUCTION MANAGEMENT MINIMUM QUALIFICATIONS

Letchworth CSD anticipates hiring a Construction Management (CM) firm. The total project duration for the delivery of CM services is estimated to be as provided on the schedule included with this RFP. Letchworth CSD request's that firms responding to this RFP base your fee structure on the timelines included. The minimum qualifications that will be considered by the District as a basis for selection of a construction manager are as follows:

1. Prior team experience as a construction manager should include at least four (4) completed projects of similar size, scope, complexity and schedule constraints. Each project must be in excess of \$10 million.
2. Prior New York State Public School District experience will be a major consideration. If possible, demonstrate that multiple staff members have experience with NYSED and the associated paperwork/procedures.
3. Responding firms must have experience providing professional construction management services as described in the RFP, with a minimum of five years providing professional construction management experience.
4. Firms must demonstrate prior experience as a construction manager for public sector clients and familiarity with NYS general municipal bidding laws and other public sector regulations.
5. Demonstrated experience in providing and maintaining staffing levels that accommodate the construction schedule. **Please Note: If selected for an interview, the proposer will be required to identify the responsible staff persons for these positions and be prepared for them to attend the interview.**
6. Demonstrated experience of managing reconstruction work in occupied K-12 buildings.
7. Demonstrated project experience of managing public construction contracts under New York State General Municipal Law.
8. Demonstrated experience of expertise in cost estimating.
9. Demonstrated in-house process for QA/QC of design team documents.
10. Firms must possess documentation demonstrating insurance requirements as indicated in Attachment "A"

Only firms that meet or exceed the above minimum selection criteria set forth by Letchworth CSD will be considered. The selected CM firm shall not bid or perform any of the trade construction work.

Project Overview

The District invites Construction Management firms to submit proposals to perform Construction Management services for the District's upcoming capital project. The District has retained the firm of Young + Wright Architectural to provide architectural and engineering services for this project.

The total project scope has not yet been finalized, but it is anticipated to be in the range of \$22-27 million including all construction costs and incidentals. Preliminary timeline of a two phase project is included below for an anticipated December 2026 Capital Project Vote.

Anticipated scope may include a combination of the work listed below, or additional work as determined by the District:

- Water service system upgrades and filtration systems.
- Electrical service upgrades (fuses and minor upgrades to service equipment)
- Replacement of phone systems
- Renovation of IT office spaces
- Data closet improvements and air conditioning
- Replacement of in-line heating system pumps
- Renovation/relocation of the counseling and guidance suite
- Renovation/relocation of OT/PT spaces
- Replacement of roofing systems
- Auditorium renovations
- Replacement of exterior doors and entrance systems
- Toilet room renovations
- Replacement of pool filter pumps
- Resurfacing athletic track
- Sidewalk replacements
- Replacement of the freezer/cooler and loading dock improvements
- Computer lab/classroom renovations
- Replacement of interior bleachers

Schedule Overview

RFP Issued	July 15, 2026
Last Day for RFI's	July 28, 2026
Proposals Due	August 5, 2026 @ 12:00 pm
Interviews	Week of August 10 th (likely 8/12, 8/13, or 8/14)
Board Review	August 2026
CM Selection	August 31, 2026

Proposed Project Schedule (Subject to Change)

Pre-Referendum Services	Through December 2026
District Referendum	December 2026
Phase 1	
Design Services	January 2027 – July 2027
SED Submission/Review Time	July 2027 – October 2027
Project Bidding/Award	November/December 2027
Construction	2028
Final Cost Report Submission	December 2028
Phase 2	
Design Services	June 2027 – March 2028
SED Submission/Review Time	March 2028 – July 2028
Project Bidding/Award	October 2028
Construction	2029
Final Cost Report Submission	December 2029

The Owner intends to award the contract for the entire 2026 Capital Project, and reserves the right to add additional scope or an additional phase if necessary to complete the project and will negotiate additional compensation.

Construction Management Scope of Work

The scope of services that the construction manager is to provide during the preconstruction and construction phases of this project shall include, but not limited to, and can best be summarized as follows:

PRECONSTRUCTION OR DESIGN PHASE SERVICES

1. Assist District and Architect in creating a cost estimate for the pre-referendum phase of the work.
2. Participate in approximately 6 meetings (or more, if needed) with the Owner and Architect and District Capital Project Committee.
3. Assist District and Architect in developing preliminary phasing schedules for construction work.
4. Assist District and Architect in presenting the proposed project to the community.
5. Assist District and Architect in the selection of consultants (e.g. testing labs), where appropriate, for the various projects. Review performance of these groups, making recommendations when necessary.
6. Develop with A/E and district appropriate procedures manual, delineating division of responsibilities and duties between the School District, the Construction Manager, the Architect/Engineer, Constructors, Suppliers, and others involved in the project.
7. Develop and review with District and the A/E a scheduling system of project milestones and documentation to ensure its timely delivery within schedule and with minimal impact

to District operations.

8. Provide Constructability Comments on the design documents at each phased deliverable (30%, 60%, 90%, SED)
9. Undertake value engineering exercise to study alternative materials, systems, manufacturers, and vendors to obtain the most economic benefit from a cost standpoint while maintaining District's functional and program requirements.
10. Perform scheduling exercises to evaluate alternative schemes and approaches to each project phase; from the standpoints of constructability, materials, labor, phasing, temporary construction, cost, and schedule.
11. Work with the Architect and Owner to prepare project general conditions and phasing plans to be included in the contract documents.
12. Provide independent, in-house project cost estimates; minimum (2) estimates per phase of the project. At milestones to be agreed upon by all parties. Provide estimates for any alternates deemed necessary. Estimates to be broken down by area of work for comparison to pre-referendum scope items.
13. Work with the Owner to prepare phasing and staging schedules to be included in the contract documents.
14. Establish a system of controls requiring specific performance of contractors and vendors, and which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays, and change orders. Work with school counsel and A/E to ensure that contract documents include such provisions. Recommend a number of prime contracts and establish/delineate scope of work (work summary for each).
15. Study local labor market conditions and construction materials as they affect design choices and construction costs; establish a liaison with area contractors and encourage their participation in bidding.
16. Review and make recommendations to expedite and better assure acceptable bids and good contractual relations with contractors.
17. Establish/track all project costs, including a proactive cost reservation system, and balance to District's records each month. Coordinate with Owner on formatting of budget to be used during design and construction that aligns with District's financial systems and reporting requirements.
18. Run pre-bid meetings for prospective bidders and assist Architect in tracking bidding RFIs and responding to bidder questions. Assist Architect in development of pre-bid addenda and aid in distribution of additional information.

NOTE: District's architect will be developing a multiple prime bid strategy for this project. They will be responsible for distribution of them to the prospective bidders. District expects that the selected CM firm will attend pre-bid conferences and assist architect with multiple contract summaries, front end specifications, pre-bid conference and soliciting bidder interest for this project.

CONSTRUCTION PHASE SERVICES

1. Review with district and A/E the contractor bids and assist in preparing bid and contractor analysis and recommendations for award of Contracts.
2. Maintain an on-site office in office space provided by the school district. The District will provide the Construction Manager with office space in the building. The office will include (a) desks, (b) chairs, (c) internet and electrical access, and (d) computers that are necessary for use on the project. Construction Manager shall specify what computer equipment it will need from the district in its RFP response. The District and Construction Manager shall agree, in writing, as to what computer equipment the District shall provide the Construction Manager for use on the Project.
3. Provide full-time, on-site staff to perform all duties, but not limited to, supervision of contractors to expedite their work, maintain quality control and conformance to the contract documents; provide full-time Project Management and Field Supervision. Include second shift coverage as well for all internal trades during school operations (September through June) and as needed to facilitate completion of the work. Construction Manager is expected to be available for second shift, holiday, and weekend work for the duration of the project. There will be no additional compensation for weekend, holiday, or second shift work.
4. Act as agent for District and head up the construction activity including fielding a supervisory team to monitor/control the work in progress, coordinate activities, schedules and work of multiple prime contractors at multiple sites, operate all monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimated completion cost, prepare punch lists, administer completion and handover process, and administer as-built drawings, warranties, guarantees, etc. for acceptance.
5. Provide all necessary personnel and expertise required for the administration of contracts, negotiation of change orders and resolution of disputes and delays.
6. Review and compile all Certificates of Insurance for each contractor and vendor and certify that insurances are valid for entire project. Coordinate updated insurances as they expire and provide to Owner.
7. Assist in coordination of activities of the utility companies and the regulatory Agencies.
8. Coordinate all utility interruptions with the Letchworth CSD and other local municipalities as needed.
9. Coordinate all site stored material locations and contractor staging.
10. Coordinate and supervise a weekly site clean-up inside and outside of buildings.
11. Participate in meetings called by Owner regarding issues with performance of underlying agreements.
12. Ensure that contractors follow all laws, statutes, codes and regulations as well as District policies and procedures during construction and maintain all required exit pathways.

13. Host/Use web-based program for RFIs, submittals, ASIs, Field Orders, RFPs, Punchlists, etc. Master Library is the intended construction-administration software project. District and Architect are open to negotiation for use of alternative platforms.
14. Review submittals for completeness and distribute to design team.
15. Expedite the submission of all submittals and shop drawings to be reviewed by the A/E for conformance with the contract documents; maintain accurate records of accepted shop drawings and submittals.
16. Log and monitor all requests for information (RFIs)
17. Prepare and maintain a master project schedule.
18. Continue progress evaluation, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.
19. Conduct bi-weekly and specially scheduled job meetings involving the project team; keep and distribute accurate minutes of meetings.
20. Participate in monthly OACM (Owner, Architect, and Construction Manager) meetings and present on construction progress and budget updates.
21. Establish, maintain, and utilize a cost control system for all construction on a project by project, building by building basis, keep records in a form readily usable by the project team, make recommendations to District and the A/E.
22. Maintain a daily log of all significant events, visitors, and occurrences at the job site; maintain record drawings, photographs, etc.
23. Coordinate and monitor all required site and material testing during construction. Notify Architect and Owner in advance of required construction testing observations to be witnessed by architects or engineers.
24. Establish and maintain a jobsite safety and security program, comply with applicable safety requirements, and require contractors and others to conform.
25. The CM shall establish a safety program that meets all SED and OSHA requirements, minimizes falls from heights, and promotes the health and safety of all workers, students, and general public.
26. Review requests for payment showing percentage of work completed from contractors and suppliers against previously established milestones and schedules. Review and include certified payrolls from contractors as part of payment application review. Review all pay-app pencil and final copies – collect signatures including Architect's signature and deliver final copies to district.
27. Receive and review requests for changes by the Contractor and submit them together with recommendations to the Architect and Owner, including reviewing and validating T&M work. Certified payroll reports and materials invoices for all T&M work must be submitted with any change order or allowance distribution request. NOTE: The Construction Manager shall organize Contractors' change proposal submittals, draft a description of work, review costs with District, and submit to Architect to process formal change order paperwork.

28. Assist in establishing and maintaining good relations with the surrounding community and implement reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications.
29. Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
30. Coordinate with District's internal classroom and other space relocations including development and communication of any and all movement plans, packing/labeling instructions, and seamless furniture moves to facilitate required renovations and/or additions.
31. Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
32. Collect and organize for delivery to District all operating manuals, equipment lists, and maintenance manuals required by the contract documents.
33. Assist the Architect in conducting inspections, development/distribution of punch lists and determining the date or dates of Substantial Completion and the date of final completion.
34. Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at the completion of Work.
35. Develop customized Cost Control Reporting designed to meet Owner's requirements with full visibility including:
 - a. Complete Accounting of all Costs (Construction, A&E, Construction Manager, Legal, Other Professional Resources, Owner Furnished, etc.) by Contract & SED #
 - b. Detailed Cost reports
 - c. Other Cost Reports required
36. Preparation of Building Update Reports/B.O.E. Presentations, as directed by the Owner.
37. Maintain documentation and photographic records of project progress.
38. Recommend to District when final inspection(s) and punch lists should be made, conduct final inspection(s) with the project team and others, as required, and ensure that all punch list items are completed.
39. Assist District personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in contract documents. Provide all necessary start-up assistance.
40. Assist District in exercising guarantees and warranties.
41. Deliver all records, documents, and other items pertinent to the project to District.

PUNCH LIST/CLOSE-OUT PHASE SERVICES

1. Prepare and execute CM punch list and have completed prior to calling for Architect to prepare theirs.
2. Develop Punch List with Owner and Architect and ensure timely completion of all items by appropriate Contractor. Employ controls so Punch List does not "drag out".
3. Certify completed punch list items to Architect and Owner.
3. Ensure all components and systems are functional at Substantial Completion.
4. Assist Architect with Certificates of Substantial Completion.
5. Training of Owner's Employees on building systems, maintenance, and operation.
6. Record and provide Digital Video of all training for later use by Owner (new employee orientation).
7. Provide all construction photos in digital format to Owner.
8. Provide close-out of all documentation in conjunction with the Architect:
 - a. O&M Manuals
 - b. Verification of system demonstrations
 - c. Release of liens Affidavit of payment of debts and claims
 - d. Consent of surety company to final payment
 - e. Final payment certificates
 - f. As-built drawings - updated
 - g. Warranties and extended guarantees
 - h. Permits, inspections, certificates, and surveys
9. Transfer all construction records to Owner.
10. Transfer all Maintenance and Operation manuals and procedures to Owner.
11. Assist with securing service contracts on building equipment if required.

PROPOSAL REQUIREMENTS

The following material is required to be received by **12:00 PM on August 5, 2026**, for the proposing firm to be considered.

1. Submission of Proposals

Six (6) copies of the proposal shall be delivered in person.

2. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposal should be submitted to:

John P. Novak, Business Administrator

jnovak@letchworth.k12.ny.us

and

Todd Brant, Facilities Director

tbrant@letchworth.k12.ny.us

3. Proposals should clearly be labeled **Letchworth CSD - CM Proposal** and be submitted to Kimberly Cummins, District Clerk at the address above. Proposals received after the specified date will not be considered.
4. The owner anticipates using the AIA Document C132 – 2019 contract for construction management services. This document is to be used as a guide for defining services to be provided by the Construction Manager, and will be negotiated prior to signatures.

PROPOSAL REQUIREMENTS

The respondent's proposal shall include the following:

- a. Title page showing the proposal is for construction management services; the firm's name, address and telephone number of a contact person, and the date of the proposal.
- b. Table of Contents
- c. Information described in the Proposal Format Section as outlined below.
- d. Fee & Staffing Plan for Construction Management Services

PROPOSAL FORMAT

1. Company Profile
This section should state the size of the firm, the type of firm, firm background, the location of the office from which the work on this project is to be performed.
2. Experience
The proposal should include details of experience with projects of similar size and complexity to the project described in this RFP. Please list only those projects where your firm was the construction manager of record, in which your firm's role was that of a pure Construction Manager and not a prime contractor, general contractor, architect/engineer, sub-consultant, or subcontractor.
 - List your firm's experience with K-12 renovation projects, (4) comparable projects. Include:
 - Project name and address (Owner's name; contact's name, title and phone number)
 - A brief description of scope of work

- Value of the project
- Completion date.
- List the architectural or engineering firms you have worked with over the past (5) years.

3. References

Provide references for three (3) key projects highlighted in the Experience section.
Provide references for key team members. All references should include:

- 1) Name, Title, School District or A/E Firm
- 2) Address
- 3) Contact Phone number
- 4) Team Member they are a reference for

4. Current Work Load

List your firm's current projects including names, contract amounts and completion dates.

5. Specific Project Approach

Please provide details regarding your construction phase services and the approach your firm would use to achieve the owner's objectives.

6. Proposed Staff

The district understands the difficulty in committing specific team members to a project that is several months away from beginning. With that in mind please provide the information listed below for the primary team members and include the district in selecting remaining team members as the project gets closer to beginning. The district retains the right to approve or disapprove any team member from this project.

1. Provide an organization chart that identifies the roles of each team member.
2. For each key team member, include a detailed resume. For those not yet known, list as TBD
3. Indicate who will be the District's main point of contact for the duration of the project (ie: who from the management team will be a District resource)

Explain your management plan and how you will start, run and finish the project.

7. Compensation

Please propose a lump sum fee for performing the scope of services as identified in this RFP, which will utilize the AIA Document C132 –Agreement between Owner and Construction Manager, as negotiated.

Fee shall be based on the following assumptions:

- Assume \$25,000,000 capital project total.
 - Phase 1 – Assumed \$8,500,000
 - Phase 2 – Assumed \$16,500,000

- Refer to schedule outlined on pages 6 and 7 of this RFP to determine durations of each phase.

Fee Breakdown Shall be as follows:

Pre-Referendum Services	\$ _____
Pre-Construction Ph 1	\$ _____
Construction Ph 1	\$ _____
Closeout Ph 1	\$ _____
Pre-Construction Ph 2	\$ _____
Construction Ph 2	\$ _____
Closeout Ph 2	\$ _____
Total Fee	\$ _____

- Include Staffing Plan to indicate the following:
 - Quantity of staff involved in each phase, (Pre-Ref, Pre-Con, Construction, Close Out). Role of each staff member, full-time vs. part-time status, and if they are on site or in office.
- Indicate quantity of estimates included
- Include hourly rates for additional services
- Include monthly rate to extend schedule beyond proposed schedule (Provide rate for pre-con, construction and closeout)
- Be clear to indicate what items you consider to be your base fee and what items, if any, you consider as a reimbursable cost.
- NOTE: Mileage will not be considered reimbursable.

Terms and Conditions

- 1) The project outlined in this proposal shall be awarded by Letchworth Central School District.
- 2) The District is not liable for costs incurred in the preparation of this proposal and any other subsequent proposals or presentations.
- 3) The contents of the successful firm's proposal may become part of the contractual obligations if deemed appropriate by the District. All proposals shall be irrevocable for a period of at least sixty days from the proposal deadline date.
- 4) The School District reserves the right to reject any and all qualifications or to waive any informalities or inconsequential requirements. Qualifications shall not be returned to the respondent(s) once submitted and the School District may dispose of them in any way it sees fit.
- 5) The successful Construction Manager shall not discriminate against any individual in accordance with applicable federal, state or local laws.
- 6) The district and the selected firm shall execute an AIA A132-2019 agreement, with modifications to be agreed to by both parties.

The District appreciates your time and effort in preparing the RFP for our review.

SCHEDULE A

BIDDER'S CERTIFICATION

To: Letchworth CSD
5550 School Road
Gainesville, NY 14066

To Whom it May Concern:

We certify to having read all of the Bidding Documents and offer to sell the Services specified therein to the Letchworth CSD in exact accordance with the Terms and Conditions therein and at the prices stated in our Bid. Our offer to sell such services may be accepted by the Letchworth CSD by the giving of a Notice of Award.

We further certify that_____ (Bidder or the agent acting on the Bidder's behalf) is of lawful age and possesses the general capacity to enter into a Contract.

Respectfully submitted,

(Company)

(Signature and title)

(Address)

Dated:

SCHEDULE B
MUST BE COMPLETE AT TIME OF BID OPENING
Letchworth CSD
RFP – Construction Management Services

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid, each bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or its knowledge and belief:

- (1) The prices of this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to operating, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit to not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where (1), (2), and/or (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reason therefore. Where (1), (2), and/or (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the Bid was made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder has published price lists, rates or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or, has sold the same items to other customers, does not constitute, without more, a disclosure within the meaning of this provision.

Any Bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or for goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in Subdivision 1 of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

IN WITNESS WHEREOF, the undersigned have subscribed this Certification and affirmed it as true under the penalties of perjury.

(Bidder)

(Title)

(Person signing on behalf of bidder)

(Dated)

NOTICE
(PENAL LAW SECTION 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON. IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

SCHEDULE C – CORPORATE RESOLUTION
MUST BE COMPLETE AT TIME OF BID OPENING
CORPORATE RESOLUTION OF

(Name of Corporation)

RESOLVED, that it is desirable and in the best interest of this Corporation that it determine and submit a Bid to Contract with the Letchworth Central School District; that

(Name and title of individual)

hereby is authorized to perform on behalf of this Corporation any and all such acts as he or she may deem necessary or advisable in order to obtain said Contract, and in connection therewith to execute and submit all requisite papers and documents, including; but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefore from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken.

CERTIFICATE

The undersigned hereby certifies that he/she is the Secretary of

A corporation organized and existing under the laws of the State of;

that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting of the

Board of Directors of said corporation held on the _____ day of _____, 20____, at which meeting a quorum was at all times present and acting; and that the passage of said Resolution, is in full force and effect.

Dated this _____ day of _____, 20____,

Secretary Printed Name

(CORPORATE SEAL)

Secretary Signature

SCHEDULE D

SUGGESTED FORM FOR RFP RESPONSE ENVELOPES

Return Address of Bidder:

Kimberly Cummins, District Clerk
Bid Coordinator
Letchworth CSD
5550 School Road
Gainesville, NY 14066

**NAME OF RFP ENCLOSED MUST APPEAR ON THE
OUTSIDE ENVELOPE**

RFP: Construction Management Services

RFP Opening: _____

**Place: Letchworth CSD
5550 School Road
Gainesville, NY 14066**

ATTACHMENT A – INSURANCE REQUIREMENTS

Letchworth CSD (Insurance Specifications as of 7/11/2026)

A summary of Letchworth CSD’s insurance requirements follows. Please note that insurance is to be provided by the Company and/or Project owner after Board approval and shall be maintained during the term of any applicable Agent Agreement between the District and the Company.

The firm must provide an insurance certificate naming Letchworth Central School as additional insured on a primary and non-contributory basis with minimum coverage as indicated below. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy, and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy:

- i. Workers’ Compensation
 1. Statutory coverage
- ii. Comprehensive General Liability (including Premises-Operation, Contractor’s Protection, Projects and Completed Operations, Broad from Property Damage):
 1. Bodily Injury:
 - a. \$1,000,000 – Each Occurrence
 - b. \$2,000,000 – Annual Aggregate, Products and Completed Operations
 2. Property Damage:
 - a. \$1,000,000 – Each Occurrence
 - b. \$2,000,000 – Annual Aggregate
- iii. Comprehensive Automobile Liability:
 1. Bodily Injury:
 - a. \$1,000,000 – Each Person
 - b. \$2,000,000 – Each Accident
 2. Property Damage:
 - a. \$1,000,000 – Each Occurrence
- iv. Professional Liability - Error and Omissions:
 1. \$3,000,000 – Each Occurrence
- v. Umbrella Policy with limit of liability:
 1. \$5,000,000 per occurrence, \$5,000,000 aggregate
- vi. As regards General Liability Coverage, Letchworth Central School District at Gainesville, its Board Members, Staff & Volunteers are to be named as additional insured on a primary & non-contributing basis including a waiver of subrogation and a 30-day notice of cancellation.

District Address: All evidence of insurance shall be sent to:
Letchworth CSD
5550 School Road
Gainesville, NY 14066